



Terms & Conditions

<u>Commission for the New Economy Limited</u>	
Contract Number:	
This contract is between:	
Commission for the New Economy, Lee House, 90 Great Bridgewater Street, Manchester, M1 5JW and	
Services to be provided	
Research Study into Low Carbon Skills in Wigan	
The following documents also form part of this contract:	
<ul style="list-style-type: none">• Invitation to Tender dated April 2011• Research Specification dated March 2011	
The following clauses overleaf do not apply:	
Non	
Operative period	
Start Date: 16th May 2011	End Date: TBC, Provisionally 31st August 2011
Contacts:	
THE LEAD BODY:	THE SUB CONTRACTOR:
Company: Commission for the New Economy Limited	Company:
Name: Steve Turner	Name:
Position: Head of Carbon Economy	Position:
Unless agreed by written order, the contract value below represents the total consideration including VAT if applicable and cannot be exceeded. £42,000 inclusive of VAT	
Signed For and on behalf of the Commission for the New Economy Limited	For and on behalf of the Sub-contractor
Name:	
Position:	
Signature:	
Date:	
<i>Unless otherwise stated in the contract, the terms and conditions overleaf shall apply to the exclusion of any other standard terms. This contract is not valid until signed by both parties.</i>	



1. PAYMENT

Unless otherwise written within this contract, the Commission for the New Economy shall make payments to the contractor 30 days from receipt of a valid invoice in the Commission for the New Economy's finance department. No payments will be made without proof that the Contractor's obligations have been met. The Contractor will supply the services defined overleaf for the operative period specified and payment by the Commission for the New Economy will not exceed the maximum sum shown. The Commission for the New Economy has the right to vary payments where it judges that the Contractor has not met its obligations.

2. CONTRACTOR'S STATUS

In carrying out this contract the Contractor will be acting as principal and not as an agent of the Commission for the New Economy.

Accordingly:-

2.1 the contractor shall not say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Commission for the New Economy; and

2.2 nothing in this contract shall render the Commission for the New Economy liable to indemnify the Contractor in respect of any liability of any kind incurred by the Contractor to any other person; but this shall not be taken to exclude or limit any liability of the Commission for the New Economy to the Contractor that may arise by virtue of either a breach of this contract or any negligence on the part of the Commission for the New Economy, its staff or agents.

3. INSURANCE

3.1 The Contractor shall ensure that it has adequate insurance against any actions, claims or demands which may be brought by any person injured or suffering damages or loss in connection with its activities in carrying out this contract.

3.2 The Contractor shall indemnify the Secretaries of State for Education and Skills, Employment, the Environment and Trade and Industry ("the Secretaries of State") and the Commission for the New Economy against the cost, expenses or claims in respect of any loss or injury or any act, default or omission by any party which the Secretaries of State shall become liable to pay except to the extent that such costs, expense or claim is caused solely by the negligence of the Secretaries of State or the Commission for the New Economy as the case may be.

3.3 The Contractor shall give the Commission for the New Economy not less than thirty days notice in writing of any alteration or cancellation of such insurance cover.

4. COPYRIGHT

The Contractor assigns to Commission for the New Economy all rights and copyrights to all products, materials, services and knowledge supplied to the Commission for the New Economy pursuant to this contract.

5. OBSERVANCE OF LEGAL REQUIREMENTS

5.1 The Contractor shall carry out the obligations of this contract in a manner that conforms with any relevant requirements of legislation.

5.2 Without prejudice to clause 5.1 above, in carrying out this contract, the Contractor:

5.2.1 shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976, or any enactments modifying or replacing them:

5.2.2 shall comply with relevant requirements contained in or having effect under current legislation relating to health, safety and welfare at work.

5.3 Where any of the Contractor's obligations under this contract are carried out by sub-contractors, the Contractor shall ensure that in carrying out those obligations the sub-contractors comply with the provisions of this clause.

6. STANDARDS

The Contractor shall adopt standards which meet or exceed those specified in this contract.

7. CONTRACT CAPABILITY

The Contractor shall satisfy itself that all parties to this contract are able to meet their commitments

8. DELIVERY PROCESS

The Contractor shall:

8.1 Document the delivery process through which it will fulfil this contract.

8.2 Identify the responsible individuals and the competencies required to fulfil this contract

8.3 Undertake staff development to ensure its staff possess the necessary competencies.

8.4 Identify the physical resources and the methods which will be used to fulfil this contract

9. REVIEW ARRANGEMENTS

The Contractor shall document the system through which it monitors processes and performance and the key stages at which it will review progress. The Contractor shall comply with agreed the Commission for the New Economy requirements to review its progress

10. EVALUATION

The Contractor shall systematically evaluate its delivery of products and services and feed evaluation results back into its own and the Commission for the New Economy's review processes. The Contractor shall operate a system for collecting end-user feedback on the products and services it delivers and the processes through which it delivers them. This feedback will lead to appropriate action to deal with suggestions or criticisms.

11. CONTINUOUS IMPROVEMENT

The Contractor shall operate systems for dealing with any shortfalls in service or product delivery

The Contractor shall review its management system annually

12. RECOVERY OF SUMS DUE

Wherever under this contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under this contract or under any other agreement or contract

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with the Commission for the New Economy.

13. INSOLVENCY

- 13.1 The Contractor shall notify the Commission for the New Economy in writing immediately upon the occurrence of any of the following events:
- 13.1.1. where the Contractor is an individual in England and Wales, if a petition is presented for the Contractor's bankruptcy, or a criminal bankruptcy order is made against the Contractor, or he or she makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors; or
- 13.1.1.1. in Scotland, if the Contractor becomes apparently insolvent within the meaning of section 7 of the Bankruptcy (Scotland) Act 1985; or
- 13.1.2 where the Contractor is a firm or a number of persons acting together in any capacity, if any event in 13.1.1 or 13.1.3 of this sub clause in respect of any partner in the firm or any of those persons; or a petition is presented for the Contractor to be wound up as an unregistered company; or
- 13.1.3 where the Contractor is a company, if the company passes a resolution for winding up or the court makes an administration order or a winding up order, or the company makes a composition or arrangement with its creditors or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.
- 13.2 On the occurrence of any of the events described in the preceding sub clause, the Commission for the New Economy shall be entitled to terminate this contract with immediate effect. Such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Commission for the New Economy .

14. CORRUPT GIFTS OR PAYMENTS

The Contractor shall not offer or give, or agree to give, to any member, employee or representative of the Commission for the New Economy, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or having done any act in relation to the obtaining or execution of this or any other contract with the Commission for the New Economy or any associated company of Commission for the New Economy , or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.

15. CONFIDENTIALITY

Unless the Commission for the New Economy notifies the Contractor otherwise, all documents and information received by the Contractor during or in connection with the performance of this contract from the Commission for the New Economy , or any person employed by the Commission for the New Economy, shall be held in confidence. Such documents and information shall not be disclosed by the Contractor, its staff or agents to any other person without the permission of the Commission for the New Economy unless a duty to disclose to that person is imposed under statute or by court order. The contractor shall ensure that its staff and any sub-contractors are aware of this obligation of confidence and abide by it.

16. ASSIGNMENT AND SUB-CONTRACTING

The Contractor shall not, without the consent in writing of the Commission for the New Economy, assign, sub-let, or transfer this contract or any part, share, or interest in it.

17. TERMINATION

Unless otherwise stated this contract may be terminated by either party giving to the other at least one month's notice in writing, without the need to give any reason.

18. BREACH

- 18.1 Either party may terminate this contract with immediate effect in the event of a material breach of any of its terms by the other party. Such termination shall not effect any rights which the party so terminating the contract may have against the other party in consequence of the breach.
- 18.2 In the event of a breach of any term of this contract, the party not in breach may, as an alternative to immediate termination, serve to notice on the party in breach requiring the breach to be remedied, (if capable of remedy), within a period specified in the notice, not being longer than 28 days. If the breach has not been remedied before the expiry of the specified period, the party not in breach may then terminate the contract with immediate effect under clause 18.1 above.
- 18.3 Service of a remedy notice under clause 18.2 in respect of a breach of this contract shall not prejudice the rights of the party arising before or after the date of service of the notice.

19. AMENDMENT OR VARIATION

The terms of this contract may only be varied by a written variation order between persons duly authorised by the parties.

20. ACCOUNTS & INSPECTION

- 20.1 The Contractor shall permit the Commission for the New Economy staff and representatives of the Secretaries of State, National Audit office, European Commission or the European Court of Auditors to inspect its accounts, premises and records relevant to this contract at any time.
- 20.2 The Contractor shall provide all reasonable assistance to representatives stated in 20.1
- 20.3 Should the Commission for the New Economy become liable to repay any amount as a result of any such inspection stated in 20.1 or as a result of the Contractor not complying with the terms and conditions contained within this contract, the Contractor shall become liable to repay the relevant amount to the Commission for the New Economy forthwith on receipt of an invoice or claim from the Commission for the New Economy.

21. OPEN GOVERNMENT

The Contractor shall comply with any Code of Practice issued by the Commission for the New Economy from time to time on access to official information and shall promptly respond to reasonable requests for information in accordance with any such Code and/or guidance issued under any such Code.

22. PROHIBITED ACTIVITIES

- 22.1 The Contractor shall not use any funds made available to it by the Commission for the New Economy for the purpose of supporting directly or indirectly any organisation or activity which is likely to bring the Secretary of State or the Commission for the New Economy into disrepute or any political party, organisation or activities.
- 22.2 The Contractor shall not enter into any agreement with any religious organisation unless the Commission for the New Economy is satisfied

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that the activities funded by that agreement shall not promote a particular religious view.

23. INDEMNITY

The Contractor shall at its own expense make good any services which are judged by the Commission for the New Economy to be below the standard required by the Commission for the New Economy.

24. EVALUATION BY THE COMMISSION FOR THE NEW ECONOMY

The Commission for the New Economy reserves the right to seek all necessary information to evaluate the Contractor's performance relative to this contract from any source whatsoever. Action recommended as a result may be used for future reference.

25. FORCE MAJEURE

Neither party shall be deemed in default of its obligations under this contract or shall be liable to the other to the extent that it is unable to perform all or any of its obligations under this contract by reason of any fire, earthquake, flood, epidemic, accident, explosion, casualty, strike, lockout, riot, civil disturbance, act of public enemy, natural catastrophe, embargo, war or act of God or any ordinance or law or any executive or judicial orders (whether imposed by a national, international or other public authority or by any national or international court of competent jurisdiction).

26. SEVERABILITY

If any provision of this contract shall be prohibited or adjudged by a court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this contract and rendered ineffective as far as possible without modifying the remaining provisions of this contract and shall not in any way effect the validity or enforceability of the remaining provisions of this contract.

27. NOTICE

Any notice or other communication requiring to be served under or in connection with this contract shall be in writing and shall be delivered by hand or sent by recorded first class post and shall be deemed to have been given or received if delivered by hand, when left at the proper address for service; if given or made by pre-paid first class post, 48 hours after being posted (excluding Saturdays, Sundays and Public Holidays).

28. JOINT AND SEVERAL

If a party hereto is more than one person all covenants, agreements, undertakings, representations and warranties on the part of such party contained herein shall be joint and several.

29. GOVERNING LAW AND JURISDICTION

This contract shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English Courts.

Signed:

Position in the Organisation:

Date: